

## Seashell Trust

### SPORTS FACILITIES & ACTIVITIES TERMS & CONDITIONS

#### Facility Hire, Booking, Payment, and Use

#### 1.0 Introduction

This document outlines the terms and conditions of booking and use of the “sports” facilities at Seashell Trust, Stanley Road, Cheadle Hulme, SK8 6RQ (Seashell Trust), and the activities which take place within the facilities. The terms and conditions outlined within this document also apply, where appropriate, to facilities and services managed and operated by Seashell Trust remotely from the Stanley Road campus.

#### 2.0 Facilities Available for Hire:

These terms and conditions primarily apply to, but are not restricted to, the use of the following facilities, and activities within. The terms and conditions of use shall also apply to all facility use and activities arranged through the Sports and Wellbeing Department of Seashell Trust.

Sports Hall

Climbing Wall \*

Swimming Pool \*\*

Hydrotherapy Pool\*\*

Fitness Suite

Sports Pitch (Full, or Half)

College Common Room (Half – accommodates up to 20 people)

College Common Room (whole – accommodates up to 40 people)

Additional Services: -

*\*The climbing wall may only be used in the presence of a qualified instructor. The fee represents £15 per hour for the hire of the wall and £15 per hour for a qualified instructor and equipment*

*\*\*The swimming pool and Hydro pool may only be used in the presence of a qualified lifeguard or pool safety qualified supervisor as specified. The fees represent £50 per hour for the hire of the main pool and £36 per hour in relation to the Hydro pool, £15 per hour is included to incorporate the lifeguard charge.*

#### 3.0 Making a Booking

3.1 All facility bookings, and activity reservations can be done via one of a number of methods depending upon the booking being made (Online, paper form, telephone, in person). All methods of booking are valid and recognised, BUT the booking is only

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confirmed by written acknowledgment and confirmation from the Seashell Trust (usually in the form of a confirmation email).

- 3.2 The Hirer shall not use the facilities for any purpose other than that described on the Booking Form and shall not sub-hire the facility, or use the facilities for any unlawful purpose.
- 3.3 The facilities listed above are available for hire at the discretion of the CEO and/or Charity Directors and are subject to availability: the needs and activities of the Seashell Trust take priority, and as such the booking may be withdrawn or cancelled by the Seashell Trust.
- 3.4 The Hirer, undertakes to comply with the Hire Policy, terms and conditions as detailed in this document.
- 3.5 Completion of a booking application, or booking form does not automatically mean approval will be given. Approval is only confirmed once confirmation is sent in writing from Seashell Trust.

3.6 Regular Facility Hire:	This applies to at least 32 weekly, 10 monthly or 5 bi-monthly bookings, made per annum by the same group throughout the year in the same space.  <b>Regular hirers will be sent an invoice on a monthly basis in arrears.</b>
3.7 Casual Facility Hire:	This applies to groups or individuals who hire a facility on a short-term irregular basis only (shorter period than the one specified above), for example running a class, training session or for individual use.  <b>Casual hirers will be sent an invoice prior to their booking and payment must be paid prior to hire date, otherwise the booking cannot take place (payment in advance).</b>
3.8 One Off/Special Event Facility Hire	This applies to groups or individuals who hire a facility on a one-off basis.  <b>Hirers will be sent an invoice prior to their booking and payment must be made prior to the hire date, otherwise the booking cannot take place (payment in advance).</b>
3.9 Individual User:	This applies to individuals attending activities organised and run by the Seashell Trust, such as swimming lessons, CADS clubs and CADS camps.  <b>Methods of invoicing and payment will vary depending upon the method of booking (refer to section 3.1) but in all cases payment must be made and received in full prior to the commencement of the first arranged activity.</b>

#### 4.0 Payment Arrangements

4.1 In all cases of facility hire and/or user bookings, payment must be made in full prior to the commencement of the facility hire or activity, unless alternative arrangements are made in writing with Seashell Trust – SEE ABOVE.

4.1.1 Upon making a booking, the hirer or user will be advised as to the required payment date. Otherwise, if no specific payment date is given, and payment is still outstanding, the full payment for use is expected to be made 48 hours prior to the activity commencing.

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- 4.2 Regular hirers (see section 3.6) should make payment on receipt of invoice, by the date specified on the invoice. If the account falls into arrears by 2 months or more the booking will be cancelled with immediate effect.
- 4.3 Accepted methods of payment are dependent upon the booking method and include online direct transfer, cheque, cash, or bank card (either in the presence or not). The Seashell trust reserve the right to refuse payment via any method in favour of a more appropriate method.

## 5.0 Cancellations

Bookings, sessions and orders may be cancelled by both parties (Hirer, user or Seashell Trust) in the following circumstances.

- 5.1 On occasions when, in the opinion of the Seashell Trust, the condition of the facility is such that it is deemed to be unsafe and should not be used, a cancellation of the booking and of any scheduled activity may be required.

**On such occasions, a replacement session or booking will be offered in the first instance. If a replacement session convenient for both parties cannot be found, received payments will be refunded in full.**

- 5.2 Refunds to users arising from a cancellation made by the Seashell trust shall be paid to the user when practicably possible by the Seashell Trust.
- 5.3 The user hereby agrees to accept the cancellation decision of the Seashell Trust and to have consented to the cancellation. The user will have no claim against the Seashell Trust for any financial loss or damage caused by the cancellation.
- 5.4 Regular user groups (section 3.6) must inform the Seashell Trust in writing (usually email) a minimum of 5 working days\* prior to any cancellations or changes to their regular bookings, including requests for extra use of the facilities. Outside of this timescale the Seashell Trust will endeavour to fulfil the request but are not obliged to do so.

**The Seashell Trust will provide a refund of any payments made for the cancelled session/s, if the cancellation is received in writing at least 5 working day in advance of the start of the cancelled session. In all other instances (notification of cancellation given within 5 working days) the Seashell trust is not obliged to give a refund to the user, but will offer an alternative booking if possible.**

**5.4.1 Sports Pitch Season Hirers** must give 2 months' (or to the end of the term – whichever is longest) notice to cancel a pre-arranged season-long pitch booking. The notice must be given and received in writing to the Sports and Community Development Manager. Refunds cannot be given for any cancelled long-term (season) sports pitch bookings.

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- 5.5 Casual, one-off and individual users (sections 3.7, 3.8, 3.9) must provide a minimum of 24 hours notice of cancellation in writing (usually via email).

The Seashell Trust will provide a refund of any payments made for the cancelled session/s, if the cancellation is received in writing at least 24 hours in advance of the start of the cancelled session (the start of the block of lessons in the case of a swimming course). In all other instances (notification of cancellation given within 24 hours) the Seashell trust is not obliged to give a refund to the user, but will offer an alternative booking if possible. Refunds will not be given for cancellations of individual lessons or sessions which form part of a course or block of sessions)

## 5.6 No Shows

A no show is classed as any individual or group who does not attend a session or booking WITHOUT GIVING PRIOR NOTICE. Three CONSECUTIVE no shows will result in the termination of the booking.

- First offence: An email will be sent as a reminder to the user of the booking.
- Second Offence: An email will be sent as a reminder, and as notification that another no show will result in the termination of the long term booking without refund (including swimming lessons), or the cancellation of a short term or one-off booking.
- Third offence: The group or individual will be informed by email that they have failed to attend three consecutive bookings without giving prior notice and therefore their booking will be terminated without refund and the time slot, place made available to other users.

## 6.0 Facility Use

- 6.1 The named hirer, or the agreed named designated responsible person, must be on site during the duration of the hire period. In the case that neither of these people can be present, the hirer must inform the Seashell Trust of the designated responsible person for any session. By default, the person making the booking is always designated as the responsible person or session leader. It is the responsibility of the hirer to inform the Seashell Trust, if this is not the case.
- 6.2 The Trust regularly tests all of its portable electrical equipment in compliance with the Electricity at Work regulations and advises all hirers that any mains electrical equipment brought in for use on the premises must be similarly tested.
- 6.3 All equipment either provided by the Seashell Trust or brought on site is to be used solely for the purpose intended.

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- 6.4 The Seashell Trust expects all activities taking place within the Trust facilities to be subject to appropriate risk assessment and reserve the right to ask for an activity risk assessment at any time.
- 6.5 Private hirers of facilities running sessions for groups or individuals must possess the relevant level of personal and third party accident insurance.
- 6.6 The hirer must remove any personal equipment/belongings from Seashell Trust following every use/session. No personal equipment can be stored on Seashell Trust premises.

The facility must be left tidy and cleared of equipment and litter following each session. Litter bins will be provided for the removal of rubbish, specific storage areas are provided for all pieces of equipment. It is expected that the facility is left in a clean and tidy condition ready for the next user.

- All rubbish must be removed by hirer.
  - All surfaces including tables, chairs, benches, and sinks, etc. must be wiped clean and left in good order.
  - No sticky tape, blue tac, drawing pins or other materials which will damage walls, floor or other surfaces are to be used.
- 6.7 The hiring party is responsible for their own setting up and breaking down of all equipment. It is expected by the Seashell Trust that this is done by competent and/or qualified and experienced individuals.
- 6.8 Door access codes must only be used by the hirer or designated responsible person. Codes must not be passed on to third parties. It is the responsibility of the hirer to leave the facilities secure after use.
- 6.9 Room and facility capacities must not be exceeded at any time. The capacity for each area will be specified upon booking, and if not, this information is available upon request from the Sports department.
- 6.10 The curfew for events at the Seashell Trust is 11.00pm. Music and refreshments must end at the hire time designated by the hirer.
- 6.11 No photography can take place in or around the Trust facilities without the prior authorisation of the Trust, and consent of all involved parties, in accordance with Seashell Trust photography policy.
- 6.12 The Trust expects all users to wear appropriate clothing and footwear (clean indoor footwear, appropriate footwear for the sports pitch 3g surface) for the activity and venue. The user must provide all necessary safety equipment for each activity as

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specified in their risk assessment, conforming to nationally recognised guidelines of expected and good practice.

## 7.0 Operating Procedures

- 7.1 The Trust is not liable for damage to or loss of equipment or food belonging to hirers.
- 7.2 Lights/lighting fixtures must not be interfered with in any way.
- 7.3 The use of confetti, glitter or similar materials is strictly forbidden.
- 7.4 Any breakages or damage must be reported promptly to The Trust's Bookings Administrator (Sports Administrator). Compensation for any damage caused will be sought from the hirer.
- 7.5 Children under the age of 16 must be supervised by a responsible adult (over the age of 18) at all times whilst on site.
- 7.6 The use of flammable materials/items is prohibited and no chemicals, fireworks or gases may be brought onto the premises.
- 7.7 If music or films/videos are to be shown it is the Hirer's responsibility to ensure that any necessary permission is obtained from the appropriate authority (e.g. Performing Rights Society).
- 7.8 Alcohol may only be served on Trust premises, if pre-arranged with the Trust and if the Hirer has obtained all relevant licences to do so, copies of which must be provided in advance to the Seashell Trust.
- 7.9 No drugs or illegal substances are to be brought onto the premises. Anyone found to be using or conducting illegal activities will be removed from the facility, and be reported to the Police.
- 7.10 The user/hirer is required to report any accident/incident or injury to Seashell Trust as soon as possible. In the first instance any accidents/injuries must be reported to the Reception at Seashell Trust. During times when the reception is not open or available, any reports of accidents/incidents must be reported to Seashell Trust Sports department.
- 7.11 In cases of medical emergency, please follow the specific guidance posted in the various facilities. In general, a medical emergency can be reported to the Trust Reception located at the College entrance, alternatively emergency services can be called directly using any phone onsite by dialling (9)999.

## 8.0 General

### 8.1 Facility availability

The Seashell Trust Sports Department is committed to providing facilities for the School, College and residents of Seashell trust at certain times throughout the year. Facility availability during term time will therefore be limited.

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8.2 The Sports Department reserves the right to:

- Alter the regulations contained within this document without prior notice.
- Amend advertised charges and opening/availability times without prior notice.
- Suspend or withdraw any membership/booking/rights of use for violation of the terms & conditions of use. Or...
  - Violation of reasonable expected conduct or behaviour expected or requested by the Trust.
- Alter timetables and facility programmes as and when required.

## 9.0 Personal Information

9.1 The information we hold about you will not be passed on to any other organisation. The information provided in this booking form will be used purely for reasons relating to the booking this form relates to.

### 9.2 Your personal Information Rights

You have the right to access, remove, move, restrict the use of, or erase any information we hold about you. We will only collect information which we require to provide services to you.

Contact us at: [sport@seashelltrust.org.uk](mailto:sport@seashelltrust.org.uk)

\*For the benefit of this document, a working week is deemed to be Monday to Friday (09.00 – 17.00).

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